

Road Usage Charge Response Utah Department of Transportation

In response to inquiries received at the September 16, 2020, meeting of the Transportation Interim Committee during discussion of the Road Usage Charge (RUC) program, the following information is provided to the committee.

Utah's RUC program complies with Utah statutes related to privacy found in Utah Code Sections [63G-2-305](#) and [77-23c-102](#). Participant data is collected and managed by a third-party account manager in accordance with data retention choices users make when enrolling in the program. Location data and personal information collected in the program is protected from public disclosure by the Government Records Access and Management Act (GRAMA).

Privacy and Data Retention

1. Attachment One is a copy of relevant language in the contract between the state and the RUC Commercial Account Manager (CAM). The contract language explicitly states that the data collected from the program can not be shared or sold to third parties.
2. Attachment Two is language in the the End User Licensing Agreement, which enrollees agree to when entering the program. The language states that the Licensor under no condition will disclose private data and will aggregate data such that it is not identifiable to a specific person.

Driver Behavior Score

An inquiry was posed why a Driver Behavior Score is sent to program users.

As a cost-effective approach to create the mobile device application used by program users, UDOT used off-the-shelf technology. The app contained built in features that allows a user to access additional information such as a dashboard with the most current trip data, trip log and driving behavior scoring. These features are reported only to the user's mobile device, none of the information is uploaded to the user's online account.

Although these additional features have no bearing on the operation of the RUC program itself, we thought users may find it beneficial as a value added service. If we find that users don't see value in these added features, we can eliminate them as an option in future versions of the app. In the meantime, users can turn off notifications under the app settings so they no longer receive the information on their mobile device.

Attachment One

State Contract

2.6.1. DATA AGGREGATION, ANONYMIZATION, AND SALE

UDOT is open in the future to the idea of allowing the CAM to sell aggregated location data to third parties if it can be truly anonymized. However, with the anticipated low numbers of RUC payers initially, it is doubtful that data could be meaningfully anonymized such that personal identity could not be extracted when combined with

other data sources. The ability for data to feasibly be anonymized through aggregation depends heavily on the number of people enrolled in RUC and their relative concentration or dispersion throughout the State. A critical mass of RUC payers must exist within certain geographic constraints in order for location data to be protected

from personal identification when combined with other data such as property records and aerial mapping. For example, if only one person in a rural county enrolls in RUC it would be very easy to deduce that person's travel patterns even when combined with 700 other RUC payers located far away in the more urban area.

For all of these reasons, **the CAM will not be able to share or sell data with third parties** initially. UDOT will, however, want the CAM to aggregate location information (after removing personally identifiable information) prior to deletion of the raw location information, and store that aggregated data while UDOT decides further how to use it without compromising privacy. UDOT may continue to consider this issue in coming years to determine thresholds and triggers that would allow for sharing of data without compromising personal identity and privacy. UDOT may, at its discretion, request the CAM to provide aggregated data with personally identifiable information removed for UDOT to use for research purposes. UDOT will work with the selected CAM to determine the frequency and format that the data will be provided. If the privacy is able to be maintained, it may be as frequent as daily or a monthly/annual report. These details will be determined through the collaborative implementation efforts and Offerors are encouraged to propose suggestions in their proposals.

END USER LICENSE AGREEMENT

Processing of Personal Data

The Licensors will only use your personal data when the law allows and under the terms of this agreement. Most commonly, the Licensors will use your personal data in the following circumstances:

- Where needed to perform obligations under this Agreement with you.
- Where needed to comply with a legal or regulatory obligation.

Your personal data will be treated in accordance with this Agreement and the Licensors' Privacy Policy, which can be found at <https://www.intellimec.com/privacy-policy>, as amended by Licensors from time to time. **Under no condition will the Licensors disclose your private data** in violation of the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 901.

Data Retention

The Licensors will only retain personal data for as long as necessary to fulfil the purposes the data was collected for, including for the purposes of satisfying this Agreement and any legal, accounting, or reporting requirements.

1. DATA COLLECTION.

a. The data elements captured by the device will include some or all of the following: (i) trip routes, including location and GNSS information; (ii) data collected from sensors in the device (such as accelerometer, gyroscope and magnetometer data); (iii) the time of day a trip takes place; and (iv) other information required to provide you with the Vehicle Health feature, including vehicle identification number (VIN), vehicle speed sensor, diagnostic trouble codes (DTCs), MIL (check engine light) status, latitude/longitude, and information regarding your vehicle, such as year, make and model.

b. Regardless of the data source used, the Application itself will also capture: (i) events (such as the Application being turned on or off); (ii) smartphone information (including operating system data); and (iii) any information You enter into the Application (such as information relating to a trip or to your vehicle).

The data elements collected are then transmitted wirelessly to the Licensor and used to derive other data, some of which is sent to the Licensor and third-parties and displayed back to You in the Application, as described in section 15 (Use of Data) below.

2. **USE OF DATA.** Licensor will use the data captured by the OBD device and/or the Application to analyze your driving behavior and vehicle behavior, provide the Licensor and You with driving scores and information on your trips, visualize your trips, and to generate alerts and notifications, all of which will be made available to you via the Application. The Licensor may also: (a) copy and use the data captured by the OBD device and/or the Application for internal purposes (including to improve technology); (b) share certain data with third-parties in order to enable applicable Third-Party Content or Services; and (c) analyze and/or combine the data collected and derived from the Application with other data to create a compilation of anonymous, aggregated data, which You agree **Licensor may use for its internal or commercial purposes as long as the aggregated data does not identify and is not identifiable to You**. This Section 15 shall survive termination or expiration of this Agreement.